



DEPARTMENT OF THE ARMY
OFFICE OF THE ADMINISTRATIVE ASSISTANT TO THE SECRETARY OF THE ARMY
9301 CHAPEK ROAD
FORT BELVOIR VA 22060-5527

November 15, 2019

SAAA-LS

Zach Everson
National Press Club
529 14th St. NW
Washington, D.C. 20045
Sent via email: Z_Everson@protonmail.com

Dear Mr. Everson:

This letter responds to your Freedom of Information Act (FOIA) request dated February 19, 2019. Your request was referred to this office by the U.S. Army Military District of Washington (MDW). You are seeking records pertaining to your enclosed FOIA request. Your request was assigned our office tracking number FA-19-0166.

Under the FOIA, a government agency is required to make a "good faith effort to conduct a search" 5 USC 552(a)(3)(A). Pertaining to item 1 of your FOIA request we are releasing (13) pages with partial redactions obtained from (MDW) that are responsive to your FOIA request. Pertaining to item 2 this search failed to yield responsive records. We have determined this search was reasonable. See *Duenas Iturralde v. Comptroller of the Currency*, 315 F.3d 311, 3154 (D.C. Cir. 2003). All redactions and withholdings have been made pursuant to Exemptions (b)(4) and (b)(6) of the FOIA, as described below.

The record we are releasing is a document (contract) that was retained by the 4th Battalion of the 3rd U.S. Infantry Regiment. It is a private agreement between members of the military in their individual capacity and a private commercial enterprise. This is not a government contract and no government funds were expended in the execution of this contract.

Exemption 4 of the FOIA 5 U.S.C. § 552(b)(4)

Exemption (b)(4) of the FOIA protects from disclosure "trade secrets and commercial or financial information obtained from a person and privileged or confidential." 5 U.S.C. § 552(b)(4) (2011). This type of information is protected from disclosure if it is (1) commercial or financial, (2) obtained from a person and (3) privileged or confidential. *Nat'l Parks & Conservation Ass'n v. Morton*, 498 F.2d 765, 766 (D.C. Cir. 1974) ("National Parks").

In the context of Exemption (b)(4), the terms 'commercial' and 'financial' should be given their ordinary meanings. *Pub. Citizen Health Group v. FDA*, 704 F.2d 1280, 1290 (D.C. Cir. 1983) (citing *Washington Post Co. v. U.S. Dep't of Health & Human Servs.*,

690 F.2d 252, 266 (D.C. Cir. 1982); Bd. of Trade v. Commodity Futures Trading Comm'n, 627 F.2d 392, 403 (D.C. Cir. 1980)). Further, the exemption applies where the submitter has a "commercial interest" in the information. Pub. Citizen Health Group, 704 F.2d at 1290.

Exemption 6 of the FOIA 5 U.S.C. § 552(b)(6)

Exemption (b)(6) of the FOIA protects from mandatory disclosure "personnel and medical files the disclosure of which would constitute a clearly unwarranted invasion of privacy." 5 U.S.C. § 552(b)(6) (2011). To qualify for protection under Exemption (b)(6), records must meet two criteria: (1) they must be "personnel and medical files and similar files," (2) the disclosure of which "would constitute a clearly unwarranted invasion of personal privacy." *Id.*; *United States Dep't of State v. Washington Post Co.*, 456 U.S. 595, 599-603 (1982). The first prong is met if the information "appl[ies] to a particular individual" and is "personal" in nature. *New York Times Co. v. NASA*, 852 F.2d 602, 606 (D.C. Cir. 1988). The second prong requires courts to strike a "balance between the protection of an individual's right to privacy and the preservation of the public's right to government information." *United States Dep't of State v. Washington Post Co.*, 456 U.S. 595, 599 (1982). The "public interest" in the analysis is limited to the "core purpose" for which Congress enacted the FOIA: to "shed . . . light on an agency's performance of its statutory duties." *United States Dep't of Justice v. Reporters Comm. for Freedom of the Press*, 489 U.S. 749, 773 (1989).

We are withholding names of personnel, other than Senior Executive Service members, General Officers and contact information for all Army personnel (e.g., e-mail addresses, direct-line telephone numbers) and third-party information under Exemption 6. 5 U.S.C. § 552(b)(6). See *Judicial Watch, Inc. v. United States*, No. 03-1160, 2004 WL 26736, at *4 (4th Cir. Jan. 6, 2004). Under the Exemption (b)(6) balancing test, the Supreme Court held in a similar case that disclosure of employee addresses "would not appreciably further the citizens' right to be informed about what their Government is up to and, indeed, would reveal little or nothing about the employing agencies or their activities." *United States Dep't of Defense v. Fed. Labor Relations Auth.*, 510 U.S. 487 (1994). The same is true here. Disclosure of the names, contact and personal information of government employees would contribute little to the public's understanding of government activities. By contrast, such disclosure would constitute a "non-trivial" and "not insubstantial" invasion of government employees' privacy interests. *Id.* at 500, 501.

For any further assistance and to discuss any aspect of your request, you have the right to contact the Army FOIA Public Liaison Officer, Alecia Bolling, by email at us.army.hqda-oaa-ahs.mbx.rmda-foia-public-liaison@mail.mil or by phone at (571) 515-0306. Additionally, you may contact the Office of Government Information Services (OGIS) at the national Archives and Records Administration (NARA) to inquire about the FOIA mediation services they offer. The contact information for OGIS is as follows: NARA-OGIS, 8601 Adelphi Road-OGIS, College Park, MD 20740-6001, email at

ogis@nara.gov, telephone number (202) 741-5770 toll free at (877) 684-6448 or by facsimile at (202) 741-5769.

This partial denial has been made on behalf of the Administrative Assistant to the Secretary of the Army, who has designated that this office act as the Initial Denial Authority for records maintained by the Office of the Secretary of the Army and its serviced activities. You have the right to file an administrative appeal with the Office of the Army General Counsel within ninety (90) calendar days. See 32 C.F.R. § 518.17(c). Their mailing address is:

Department of the Army
Office of the General Counsel
104 Army Pentagon, Room 2E724
Washington, D.C. 20310

If you have any questions regarding this letter or the information furnished, please contact this office at (703) 614-5871 or email at usarmy.belvoir.hqda-oaa-rpa.mbx.oaa-cals-mailbox-foia@mail.mil. In all correspondence please refer to FOIA number FA-19-0166.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Paul V. DeAgostino', with a long horizontal line extending to the right.

Paul V. DeAgostino
Senior Counsel

Enclosure(s): - Original FOIA request
- (13) pages

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INTERNATIONAL HOTEL
WASHINGTON, D.C.



November 26, 2018

(b) (6)

4th Battalion, 3d Infantry Regiment
"The Old Guard"
Bldg 410, 238 Sheridan Ave
Fort Myer, VA 22211

Dear (b) (6)

On behalf of all of us at Trump International Hotel, we want to thank you for selecting us to host the Army Ball on Thursday, February 7, 2019. We are honored to welcome The Old Guard to our property, as we realize that choosing our hotel for your function was an important decision and we are glad to have earned your trust in providing a high level of service to make your event a success.

A checklist was created especially for you to note important dates on your calendar:

*Contract Due:	November 29, 2018
*Food & Beverage & Meeting Final Arrangements:	January 17, 2019
*Final Guarantees for Food & Beverage and Balance Due:	February 4, 2019

The arrangements in the contract will become definite upon receipt of the signed contract, which is due no later than November 29, 2018. Should we not receive a signed contract by the date indicated, all function space held will be released for general sale. In the event another organization approaches us requesting function space on the dates outlined in this agreement, you will have forty eight (48) hours to commit on a definite basis. Should you then choose not to sign the contract, the function space will be released.

We appreciate the opportunity to welcome your guests next year.

Sincerely,

(b) (6)

1 Initials

(b) (6)

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Catering Sales Contract

Event Name: The Old Guard Army Ball
Contact Name: (b) (6)
Address: 4th Battalion, 3d Infantry Regiment
"The Old Guard"
Bldg 410, 238 Sheridan Ave
Fort Myer, VA 22211
Telephone: (b) (6)
Email: (b) (6)
Hotel Catering Contact: (b) (6)
Telephone: (b) (6)
Email: (b) (6)
Date Contracted: October 22, 2018

Function Date: Thursday, February 7, 2019

The Old Guard ("Client") and the Trump Old Post Office LLC dba Trump Hotel Washington, D.C., agree that the Hotel will provide the accommodations and services described in this contract according to the function arrangements, terms and conditions set forth in this contract for the The Old Guard Army Ball. All rates and charges are in US Dollars.

FUNCTION AND CATERING ARRANGEMENTS

Function Space

Please review the Table of Events carefully. Function space will be provided at the times and places listed below. If there are any revisions or additions to this agenda, please advise us as soon as possible in order to secure the appropriate space for the function. If additional space is required, applicable additional room rental and/or food & beverage minimum revenues may apply. The Hotel reserves the right to change the function room assignment and the Client will be notified of such change with sufficient notice and time to communicate to attendees. Please note that space is not reserved on a 24 hour basis unless otherwise noted on the Table of Events.

Table of Events

Date	Start Time	End Time	Meeting Name	Function Room	Setup	Guest Count	Rental
2/7/19	6:00 PM	7:00 PM	Reception	Ballroom Pre-function	Reception	350	--
2/7/19	7:00 PM	9:30 PM	Dinner	Salon A and B of Presidential Ballroom	Rounds	350	--

Applicable room rental charge is at the time of the event, and applicable tax is applied to all room rental charges. The tax rate is subject to change by law. Currently, room rental is not taxable.

Catering, Food and Beverage

The Hotel agrees to provide catering, food and beverage services for the events designated in the Table of Events above. For purposes of this Contract, we require a Food and Beverage minimum revenue of \$26,000.00. The Food and Beverage Minimum does not include tax and service charge, nor charges

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incurred in room service, the private dining room, outlets, service fees, administrative fees, labor charges, audio visual, parking or any other miscellaneous charges incurred. This is considered a firm commitment. Agreed menus and prices shall be included in a separate Banquet Event Order no later than January 24, 2019. Menus shall be those in effect for the date of the Event.

Concessions:

- Two (2) certificates for complimentary one-night stay in a deluxe guestroom, to be used the night of the event OR a weekend night (some restrictions may apply).
- Waived space rental for two salons of Presidential Ballroom.
- Discounted menu pricing of (b) (4) /per person applies to either a chicken or a fish entrée.
- If client chooses to offer a choice of two pre-selected entrees, final counts are due three business days prior. Upgrade within the same entrée tier will incur a discounted (b) (4) upcharge. For example, if the client chooses to offer guests a choice between chicken or fish, the meal shall be priced at (b) (4) /per person.
- One hour of tableside wine service shall be priced at (b) (4) /per person.

The following charges may be applicable:

Bartender (*1 per 75 guests*)

(b) (4) per Bartender (up to 3 hours)
(b) (4) per Bartender (each additional hour)

Coat Check Attendant (*1 per 200 guests*)

(b) (4) per Attendant

Vendor Meals

(b) (4) per Meal

Menu Cards Printed by Hotel

(b) (4) per Card

Event Valet Parking (*hosted or individual responsibility*)

(b) (4) per Vehicle

For all catered food and beverage functions, final attendance must be definitely specified at least three (3) business days in advance, by 12:00 PM EST. Final charges will be figured accordingly. If the Hotel Client Events office is not advised by this time, the estimated figure in the Table of Events above will automatically become the guarantee. Client will be responsible for payment of additional guests served over and above the minimum guarantee. Shall the Client's expected number of guests be reduced, the Hotel may advise the Client if additional alternatives in food and beverage that will bring the Client to the agreed upon minimum revenue for its functions.

If the food and beverage minimum is not met, the difference between the actual and the contracted food and beverage minimum will be charged to the Client's Master Account as room rental. The Hotel cannot guarantee to serve more than three percent (3%) over the final guaranteed number of attendees.

A Banquet Event Charge of (b) (4) of the check and all applicable state and local taxes in effect at the time of the Event will be added to the check.

No Food or Beverage of any kind may be brought into the Hotel by the Client or its attendees or vendors without written permission of the Hotel.

Signs and Posters

In order to maintain the integrity and aesthetic quality of the Hotel, nothing shall be posted, nailed, screwed, or otherwise attached to columns, walls, floors, or other parts of the building or furniture without prior written consent of the Hotel. No signs or posters shall be displayed in the Hotel without prior inspection

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and written approval of the Hotel. The Client shall be responsible for any damage caused by violation of this provision.

Shipping and Receiving

Advanced delivery of materials, equipment, or packages will be accepted no more than two (2) days prior to the Function. All deliveries must be coordinated with the assigned catering or event services manager prior to the function date to ensure acceptance of the shipped items. Box handling fee is (b) (4) per box and (b) (4) per pallet. Please note boxes or shipments arriving more than two (2) days in advance of the meeting will be charged a fee of (b) (4) per box, per day. Such items are subject to maximum weight, number of articles and storage restrictions. Each box shipped must have the on-site contact name, meeting name, company name and arrival date recorded on the outside of the box. All return items must be properly packed and labeled, and shipping paid for by the Client. The Hotel will not assume liability for loss or damage to items shipped to or from the Hotel by the Client.

Audio-Visual

Audio-visual services are available through the Hotel's in-house provider (PSAV Presentation Services). Such services shall be arranged by the Client with the AV Provider and shall be reflected in a written agreement between the Client and the AV Provider. All such services shall be billed through the Hotel. If the Client proposes to use an audio-visual provider other than our in-house AV Provider, we request that you allow our in-house AV provider to submit a competitive bid for your business. If another AV Provider is selected such proposal shall be made in writing by providing a copy of the proposed contract with the other provider to help in the planning process of your function. The Hotel reserves the right to require appropriate indemnity, insurance or other related provisions to protect the Hotel and its guests. The Hotel also reserves the right to require payment of any reasonable costs associated with allowing the other provider access to the premises or use of Hotel telecommunications or other utility facilities. The PSAV Presentation Services team of professionals works as an extension of our Hotel's operations staff to ensure a seamless and successful program for your Organization's event. Should Client consider bringing in an outside audiovisual company or outside audio visual equipment, a maintenance fee of (b) (4) percent of the equipment rental prices for similar equipment available from Hotel's on-site audio visual provider, PSAV Presentation Services, will be charged. This fee covers the costs of the Hotel's on-site audio visual technicians to be on property to maintain the Hotel systems, as well as for emergency support.

TERMS AND CONDITIONS

Deposit Schedule

An initial deposit is due upon signing of this agreement. Additional deposits are to be made as follows:

Date Due	Description	Amount Due
Upon Signature	Initial Deposit	(b) (4)
December 31, 2018	Second Deposit	
January 31, 2019	Third Deposit	
February 4, 2019	Final Estimated	

* The final estimated balance due will include applicable tax and service charge on food and beverage and may vary based on final menu selection, guaranteed guest count, and any changes made to the program after the time of booking.

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Method of Payment

Payments may be paid by cash, check, credit card, cashier's/certified, or wire transfer. **Personal checks will be accepted a minimum of (3) weeks prior to payment due date.** At the Hotel's discretion, in the event a prepayment is not made when due, the Hotel may release the space being held for the program and receive the applicable cancellation fee from the Client. A credit card must be kept on file regardless of method of payment; a credit card authorization form has been included following this contract.

RESPONSIBILITY FOR CHARGES

Catering

All scheduled food and beverage and miscellaneous function charges will be posted to the Client's Master Account. Client agrees to pre-pay food and beverage and function charges. A pre-payment schedule of deposits has been established above. A Credit Card Authorization Form will need to be returned prior to the day of the event. Payments will be processed by Hotel per the above schedule on dates shown. At the Hotel's discretion, the final estimated payment may include an additional amount equal to (b) (4) of the initial deposit, held back for any items added or additional persons the day of the event. Upon final bill reconciliation, Hotel will charge any remaining balance due and forward receipt with detailed invoice following Client's event. Any remaining unused deposits will be refunded upon final reconciliation. Client will raise any disputed charge(s) within seven (7) days after receipt of the invoice. The Hotel will work with Client in resolving any such disputed charges, the refund of which will be processed upon mutual satisfaction of final reconciliation.

Any balances remaining due to the Hotel after (30) days of receipt of invoice will incur a finance charge at the rate of the lesser of 1-1/2% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the invoice date.

CANCELLATION/TERMINATION/DAMAGES

Cancellation by Either Party for Cause (Including Force Majeure)

Upon the occurrence of any event making it illegal or impossible for either party to perform its obligations under this Agreement as scheduled, either party may terminate this Agreement upon written notice to the other, sent within five (5) days after the occurrence (or receiving notice of the occurrence), specifying the occurrence and the basis upon which the terminating party believes it renders the contract impossible or illegal to perform, and at least 60% of the attendees are unable to attend. The events include, but are not limited to: acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, widespread curtailment of transportation facilities, or any other similar emergency beyond the parties' control. In the event of a termination pursuant to this provision, neither party shall be liable to the other for damages.

Cancellation by the Hotel with Cause

Upon the occurrence of any of the following events, the Hotel may terminate the contract on written notice without further obligation and receive damages equal to the Cancellation Fee described below: if the Hotel determines that the Client has made a material misrepresentation of the nature and purpose of the proposed use of the Hotel, and such actual use is not approved by the Hotel; if the Hotel has reasonable concern about the ability or intention of the Client to perform the contract due to insolvency, bankruptcy, transfer of assets, change of ownership or management, failure to make payments when due to the Hotel or perform other contracts with the Hotel or its affiliated hotels, or other similar circumstances, and the Client fails to provide the Hotel adequate assurance that it intends to perform.

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Cancellation by the Client

After the contract is entered into, the Client may cancel the meeting at any time without cause upon written notice to the Hotel and payment of a Cancellation Fee as liquidated damages for the cancellation. For purposes of this provision, cancellation of any one or more aspects of the Function (meeting rooms, food and beverage) will, at the Hotel's discretion, be treated as a cancellation of the entire Function. The parties agree that the Cancellation Fee is intended to compensate the Hotel for the reasonable value of the lost revenue from function space and food and beverage reserved for the Client pursuant to the contract. Cancellation Fees shall be calculated as a percentage of the Anticipated Hotel Revenue, depending on the date of cancellation. Taxes and fees required by law shall be added to the Cancellation Fee. Anticipated Hotel Revenue is defined as the minimum guaranteed amount of food and beverage revenue plus the room rental revenue for function space. The applicable Cancellation Fee shall be determined as follows:

Date of Cancellation	Cancellation Fee	Fee*
Contract Signature – January 7, 2019	75% of Anticipated Hotel Revenue (Food & Beverage Minimum and Room Rental)	(b) (4)
January 8, 2019 – February 7, 2019	100% of Anticipated Hotel Revenue (Food & Beverage Minimum and Room Rental)	(b) (4)

The Cancellation Fee shall be payable by the Client with the written notice of cancellation.

Construction and Remodeling

Hotel shall promptly notify Client of any construction or remodeling to be performed in or around Hotel while the Client's event is being held at Hotel, and Hotel represents and warrants that any such construction or remodeling shall not interfere in any way with Client's use of Hotel.

Should construction be mutually determined by both Hotel and Client to materially interfere with Client's event, Client shall have the right to terminate this contract without liability with written notice to Hotel as long as such notice is given within (30) days of Client's receipt of notice of such construction schedule changes.

If the parties cannot mutually agree upon whether construction schedule changes will materially interfere with Client's event, the matter will be submitted to binding mediation according to the dispute resolution provisions of this agreement providing that only a single mediator shall be used. In order to select a mediator, JAMS Endispute or if not available AAA shall supply a list of qualified mediators and each party shall take turns eliminating names off the list until one name is left. If the parties are unable to reach an agreement with the assistance of the mediator, they each expressly agree that the mediator may reach a binding decision regarding the issue.

Damages

Client shall be liable for any and all damage to the Premises caused by Client, its invitees, or third-party vendors.

Americans with Disabilities Act

Both the Client and the Hotel shall be responsible for compliance with applicable public accommodation requirements of the Americans with Disabilities Act and the regulations there under, as defined by law. The Hotel shall provide, to the extent required by the Act, such auxiliary aids and/or services as may reasonably be requested by the Client for use in guest rooms and public areas of the Hotel, provided that the Client

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gives reasonable advance written notice to the Hotel of such needs. The Client shall be responsible for the cost of any auxiliary aids and services (including engagement of and payment to specialized service providers, such as sign language interpreters), necessary for use in the meeting space used by the Client, other than those types and quantities typically maintained by the Hotel.

Compliance with Other Laws

The Hotel acknowledges responsibility for compliance during the Function with all local, state, and federal fire, safety, building, and other codes and regulations applicable to its operation, as well as with laws and regulations regarding service of alcoholic beverages. The Hotel maintains procedures and policies concerning fire safety and other safety issues and the Hotel shall make all such procedures and policies available to the Client for inspection upon reasonable notice. Both the Client and the Hotel are responsible for complying with other laws applicable to the Function, including but not limited to the rules, regulations or requests of the U.S. Department of Homeland Security.

GENERAL PROVISIONS

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to the conflicts of law provisions thereof.

Dispute Resolution/Attorney Fees

Any controversy, claim or dispute arising out of or relating to this Agreement shall, at the option of Hotel, be settled in New York by arbitration in accordance with the rules of the American Arbitration Association, or through an action brought in any court of competent jurisdiction in New York State for trial and determination by such court sitting without a jury. By your execution of this Agreement you hereby consent to the jurisdiction of a court of competent jurisdiction in New York State and to service of process outside the state in New York State pursuant to the applicable requirements of such court in any matter so submitted to it and you expressly waive the right to a trial by jury. Further, any judgment or award rendered by the arbitration as referenced above may be entered in any court in the State of New York having jurisdiction thereof.

Limitation of Liability

Under no circumstances shall Hotel or any of its affiliates, or any of their respective officers, directors, employees, principals or members be liable for special, consequential, punitive or exemplary damages. Further, all such party's total liability under this agreement shall be limited to the amount of fees actually paid by Client under this Agreement. In the event that any proceeding, including arbitration, mediation, or litigation is commenced by Client relating to this Agreement, Client shall pay the Hotel's costs resulting from the litigation, including reasonable attorneys' fees.

Severability

If any provisions of this Agreement, as applied to either party or to any circumstances, shall be adjudged by a court or arbitrator to be void or unenforceable, such judgment shall not affect any other provision of this Agreement, the application of such provision in any other circumstances, or the validity or enforceability of this Agreement. If the scope of any restriction contained herein is too broad to permit enforcement of such restriction to its full extent, then such restriction shall be enforced to the maximum extent permitted by law, and Hotel and the Client hereby consent and agree that such scope may be judicially modified to the extent strictly necessary in any proceeding brought to enforce such restriction.

(b) (6)

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Client shall indemnify and hold Hotel and any of its parents, subsidiaries, affiliates, officers, directors, employees, agents and representatives forever harmless from and against any and all claims for personal injury, property damage, loss, liability or claim of liability, expenses (including attorneys' fees and costs), fines and penalties caused by: (a) any breach of this Agreement by Client, its agents, employees or representatives, and/or (b) any act, error or omission by Client, its agents, employees or representatives. This indemnification provision shall survive the termination or expiration of the Agreement.

Client Agrees to carry, and upon demand provide evidence of, a sufficient amount of insurance to cover its liabilities arising out of or pursuant to this Agreement. (b) (6) Insurance shall include, as a minimum, the following: (i) Commercial General Liability limits of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate; (ii) Workers' Compensation Coverage consistent with state statutory limits, and Employers Liability limits at a minimum of one million dollars (\$1,000,000). (iii) Umbrella limits at a minimum of \$10,000,000 per occurrence \$10,000,000 aggregate.

Additional Insured: All insurance required to be provided, with the exceptions of workers compensation, shall name as additional insureds thereunder: Trump Old Post Office LLC, Donald J. Trump, Donald J. Trump's family members, The Trump Organization, any subsidiary, affiliated, associated, and/or allied limited liability company, partnership, corporation, trust, firm or organization of any (b) (6), every (b) (6), partner, trustee, manager, officer, director, agent and employee of (b) (6), any foreign (b) (6) of the insureds' respective interests in partnerships and/or (b) (6), any other (b) (6) (indirectly or controlled company or companies in which any insured maintains an interest in, whether constituted or acquired, and any other party or interest that is required by contract or agreement including, without limitation, any Superior Lessor, Superior Mortgagee and/or other Landlord Indemnified Party (each, an "Additional Insured"). Such policies shall require the insurer to give Landlord written notice by certified mail, return receipt requested, prior to the effective date of any modification, expiration, cancellation, or termination thereof within five (5) days of receipt thereof. Any rights of recovery against Landlord or (b) (6)

Certificates of Insurance. Certificates for each policy, shall be delivered to the Hotel on or before the date which is five (5) days following the Effective Date hereof and within five (5) days of any policy renewals of each such policy. Each certificate and policy shall provide evidence of coverage as required.

Any notices given under this contract shall be in writing and may be sent by email or fax or overnight delivery to the persons signing the contract. Notices shall be effective when received, as shown on a fax confirmation or an overnight delivery confirmation.

This Agreement supersedes any and all other agreements, whether written, oral, or implied, between the parties hereto with respect to the subject matter hereof and contains all of the representations, covenants, and agreements between the parties with respect to the subject matter hereof. No change or waiver of the terms, covenants and provisions of this Agreement shall be valid except if in writing and signed by the Client and Hotel.

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If this event/Client is being contracted by (i) a department or agency of a foreign government, (ii) a foreign embassy, (iii) a foreign political party, (iv) members of a royal family, or (v) a sovereign wealth fund, please indicate by checking this box: ☐ Initials: _____

ACCEPTED ON BEHALF OF THE CLIENT:

(b) (6)

Date: 11/27/2018

Name:

(b) (6)

Address:

4th Battalion, 3d Infantry Regiment
"The Old Guard"
Bldg 410, 238 Sheridan Ave
Fort Myer, VA 22211

Telephone #:

(b) (6)

Email:

ACCEPTED ON BEHALF OF THE HOTEL:

By: _____

Date: _____

Name:

(b) (6)

Title:

Company:

Trump International Hotel, Washington, D.C.

Address:

The Old Post Office Building
1100 Pennsylvania Avenue, NW
Washington, DC 20004

Telephone #:

(b) (6)

Email:

ACCEPTED BY THE DIRECTOR OF SALES & MARKETING:

By: _____

Date: _____

Name:

(b) (6)

Title:

Company:

Trump International Hotel, Washington, D.C.

Address:

The Old Post Office Building
1100 Pennsylvania Avenue, NW
Washington, DC 20004

Telephone #:

(b) (6)

Email:

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WASHINGTON, D.C.



The Old Guard Army Ball

February 7, 2019

The Trump International Hotel is centrally located at 1100 Pennsylvania Avenue in the heart of the Penn Quarter neighborhood. Acclaimed by Forbes as one of the most anticipated hotel openings of 2016 and having recently been awarded the coveted Forbes Five Star rating, the property has undergone a complete reclamation that has brought the iconic Old Post Office back to its original grandeur. Our team is led by (b) (6), who has remarkably achieved a Forbes 5-star ratings at three hotels, a distinction held by no other (b) (6) in the city. With luxury service at the root of everything we do, the Trump International Hotel, Washington DC will never settle for anything less than perfect.

Agenda

Date	Start Time	End Time	Meeting Name	Function Room	Setup	Guest Count	Room Rental
2/7/19	5:30 PM	6:00 PM	Reception	Pre-Function Space	Reception	500	(b) (4)
2/7/19	6:00 PM	8:30 PM	Dinner	Presidential Ballroom	Rounds	500	

Sample Menu

three-course plated dinner

assorted rolls, sweet butter

first course

beet salad, sea salt roasted, creamy goat cheese, hazelnuts, arugula, saba drizzle

main course

grilled lemon pepper spiced atlantic salmon filet, cauliflower puree, crispy brussels sprouts, pomegranate seeds, pomegranate drizzle

dessert

butterscotch parfait

served with ice water, Trump signature segafredo zanetti coffee, decaffeinated coffee, and a selection of rishi teas

luxury cash bar offerings

SPIRITS

vodka | new amsterdam

gin | new amsterdam

tequila | casa noble crystal

rum | mount gay

scotch | famous grouse

whisky | crown royal

bourbon | jim beam

rye | bulleit

cognac | hennessey vs

port | ruby

WINE

red | cabernet sauvignon, la terre , ca

white | chardonnay, la terre, ca

sparkling | prosecco, borgo magreda, extra dry, italy

BEER

domestic | starr hill ipa, budweiser

imported | amstel light, heineken

cocktails (b) (4) each
 domestic beer (b) (4) per bottle
 imported beer (b) (4) per bottle
 house wine (b) (4) per glass
 sodas, juice (b) (4) each
 bottled evian and badoit water (b) (4) each

For Estimate Only			
Group Name:	The Old Guard Army Ball		
Guest Count:	500		
F&B Minimum:	(b) (4)		
Date Prepared:	10-Sep-18		
Food and Beverage	# of guests	Per Person Price	Total
Three-Course Plated Dinner *	500	(b) (4)	(b) (4)
Sub Total:			(b) (4)
24% Service Charge:			
Total:			
Room Rentals			
Presidential Ballroom			(b) (4)
Total:			(b) (4)
Miscellaneous	Count	Cost	Total
Bartenders (based on 3 hours each)	7	(b) (4)	(b) (4)
Sub Total:			(b) (4)
10% Labor Tax:			
Total:			
Grand Total			\$48,790.00
* PRICING REFLECTS DISCOUNT OFF PUBLISHED MENU PRICING			
Please note the above pricing is only an estimate and is subject to change. Actual charges will reflect menu selection, final guest count and consumption. Food and Beverage Minimum is non-inclusive of Tax (currently at 10%) and (b) (4) Service Charge.			

Additional Information

Food and Beverage Minimum:

(b) (4) food and beverage minimum exclusive of applicable taxes and 24% service charge

Room Rental:

Discounted to (b) (4) (no tax or service charge)
includes use of house linen (ivory or white), silverware, glassware, gold house chairs, house tables, easels, registration tables, table numbers, votive candles, stage, and dance floor

Audio Visual Services:

All services provided by Hotel's in-house AV company (PSAV Presentation Services). PSAV will provide a detailed quote for services upon request approval of catering proposal.
(202) 868-5175 or hfesseha@psav.com

Valet Parking:

(b) (4) per vehicle, charged to the individual guest or applied to the master bill

Photo



Presidential Ballroom

This proposal (including pricing and space availability) is subject to revision if an agreement has not been finalized by 5:00pm EST, Friday, September 28, 2018. Thank you for your consideration.
We look forward to working with you!

(b) (6)

(b) (6)

Trump International Hotel, Washington D.C.

(b) (6)

(b) (6)